

CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF INTERNATIONAL CONTRACT RECRUITMENT SERVICES

BETWEEN

- (1) Signify Technology Group Ltd, a company incorporated in England and Wales under company number 10260641, and whose registered office is at 85 London Wall, 2nd Floor, London, EC2M 7AD ("**Signify**"); and
- (2) The company, organization, person, firm or corporate body to whom Signify Introduces a Contractor and who is the recipient of the Services, and shall include its parent companies, assumed names, trade names, associates, representatives, employees, customers, agents, and subsidiaries (the "**Client**").

each of them hereinafter referred to as "**Party**" or jointly as the "**Parties**".

1. DEFINITIONS

1.1. In these terms of business (the "**Agreement**") the following definitions apply: -

"**Agreement**" means this agreement between the Signify and the Client, incorporating the terms and conditions contained herein, its schedules, appendices and timesheets;

"**Assignment**" means the period during which the Contractor is supplied by Signify to render services to the Client;

"**Assignment Services**" means the services to be provided by the Contractor for the duration of an Assignment, further described within an Assignment Schedule;

"**Confidential Information**" means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) in respect of Signify, the Client and its end clients, relating to their business methods, plans, systems, finances or projects, training and development and research or development projects, their trade secrets, the identity and business affairs of their customers and clients, potential customers and clients, the provision of products or services to which they attach confidentiality or in respect of which they hold an obligation to a third party which comes to either parties attention or possession and which is regarded or could reasonably be regarded as confidential, whether or not any such tangible information is marked 'confidential';

"**Contractor**" means a freelancer or limited company (including any personal services company or umbrella employed company) and save where otherwise indicated, includes any officer, employee or representative thereof or any other individual introduced to the Client by Signify and Engaged by the Client to carry out an Assignment and any third party to whom the performance of an Assignment is sub-contracted by the Contractor. For the avoidance of doubt the Contractor is not employed by Signify;

"**Employee**" means an employee of Signify;

"**Engagement**" means the engagement, employment or use of the Contractor's services, the services of any officer, consultant, employee or representative of the Contractor, any individual Introduced to the Client, and any Employee, directly engaged or employed by the Client or any third party or through any other employment business on a permanent, contract or temporary basis whether under a contract of service or for services, or an agency, license, franchise or partnership arrangement; or any other engagement. "Engage" or "Engaged" shall be construed accordingly;

"**Force Majeure**" means, acts, events, omissions or accidents beyond a party's reasonable control, including strikes or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, breakdown of equipment, fire, flood or storm;

"**Intellectual Property**" means, patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights and rights to use, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Introduction**" means (i) the Client's interview of an officer, employee, or representative of the Contractor, in person or by telephone, following the Client's instruction to Signify to supply a Contractor or (ii) the passing to the Client of information which identifies an individual; and which leads to an Engagement. "Introduced" or "Introduce" shall be construed accordingly;

"Remuneration" includes the agreed charge rate, fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement or Assignment completion payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Contractor or an Employee for services rendered to or on behalf of the Client or a Third Party;

"Services" means the services provided by Signify as set out in this Agreement and for the avoidance of doubt does not include the services or work performed by the Contractor for the Client pursuant to the Assignment Schedule;

"Third Party" means any third-party person, firm or company who, directly or indirectly, engages any Contractor or Employee: (i) following an Introduction, directly or indirectly, by the Client, or (ii) directly or indirectly, from, by, with or through the Client.

- 1.2. Unless the context otherwise requires, references to the singular include the plural.
- 1.3. The headings contained in these terms are for convenience only and do not affect their interpretation.
- 1.4. A reference to a statute or a provision of a statute is a reference to that statute as amended or re-enacted from time to time.
- 1.5. If any term herein conflicts with any term in the schedules then the schedules will take precedent and the terms of the Assignment Schedule will prevail over other schedules.

2. THE CONTRACT

- 2.1. This Agreement (including any Assignment Schedule) constitutes the contract between Signify and the Client for the supply of the Contractor's services to the Client and is deemed to be accepted and agreed to by the Client by virtue of: (a) an Introduction to or the Engagement by the Client of a Contractor; or (b) the passing of information about the Contractor by the Client to any Third Party; or (c) the Client's interview or request to interview a Contractor; or (d) any written (including email or text) or other express acceptance of these terms; or (e) the signature by the Client of an Assignment Schedule, timesheet or invoice of a Contractor. For the avoidance of doubt these terms apply whether the Contractor is Engaged for the same type of work as that for which the Introduction was originally affected.
- 2.2. For the avoidance of doubt in the event that the Client fails to sign this Agreement or relevant Assignment Schedule (including any extension or renewal of the same) within 24 hours preceding the Contractor commencing work for the Client, then these terms and the terms of the Assignment Schedule will be deemed to have been accepted and agreed to by the Client who agrees to be legally bound by the same.
- 2.3. This Agreement (including the Assignment Schedule) contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of Signify, these terms prevail over any terms of business or purchase conditions put forward by the Client and will supersede all previous terms of business issued by Signify.
- 2.4. No variation or alternation to these terms shall be valid unless approved by a Director of Signify in writing.
- 2.5. This Agreement is a framework agreement, the terms of which will apply to any and each Assignment Schedule agreed to by the parties.
- 2.6. Nothing in the Agreement will serve to create any employer / employee relationship or principal / agent relationship between; the Client and Signify; or the Contractor and the Client.

3. THE SERVICES

- 3.1. The Services to be provided by Signify consist of the Introduction of Contractors to the Client for Engagement on a temporary or contract basis (including any Contractor's subsequent conversion to permanent employment).
- 3.2. Should the Client decide to Engage a Contractor then it shall notify Signify immediately. In the case where a Client wishes to Engage a Contractor on a permanent basis the Client shall also provide details of:
 - 3.2.1. the Remuneration offered;
 - 3.2.2. the terms of Engagement; and
 - 3.2.3. anticipated start date for the Contractor.
- 3.3. Where Signify and the Client have agreed that the Contractor will be engaged on a contract or temporary basis then Signify shall provide the Client with an Assignment Schedule confirming the name of the Contractor, the agreed charge rate, term of the Assignment, notice periods and any other relevant details communicated and agreed between the parties.
- 3.4. Signify is responsible for paying the Contractor.

4. CLIENT OBLIGATIONS

- 4.1. The Client shall give to Signify such information as Signify may reasonably request from time to time in order to comply with its legal obligations under applicable law.
- 4.2. The Client shall be responsible for providing the necessary resources and facilities for the Contractor and acknowledges that only the Client is in the position to monitor the quality and delivery of the Assignment Services on a day to day basis. The Client must ensure that the Contractor is treated as an independent contractor and must not be given employee style instructions or privileges.
- 4.3. The Client will ensure that it complies with all relevant health and safety legislation and acknowledges that it is solely liable for the provision of a safe place of work. The Client warrants that it has provided enough information to Signify on any risks to health and safety known to it relevant to an Assignment and the steps taken by it to prevent or control such risks.

- 4.4. The Client undertakes to notify Signify immediately of its, or any member of the Client's group's intention to: (1) Engage a Contractor Introduced by Signify; or (2) extend an Assignment or otherwise Engage directly or indirectly a Contractor Introduced or supplied by Signify.
- 4.5. The Client acknowledges that if the Contractor is unable to provide any part of the Assignment Services for whatever reason the Contractor will be entitled to provide a replacement consultant or representative, or sub-contract the performance of the Assignment provided that Signify and the Client are reasonably satisfied that the replacement Contractor has the required skills and qualifications.

5. ASSIGNMENT SCHEDULE DETAILS

- 5.1. Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, Signify will send to the Client written confirmation of the Assignment specifying the duration of the Assignment, the identity of the Contractor, the hourly or daily rate charged by Signify together with such expenses as may have been agreed, any notice period to terminate the contract, the intervals at which invoices shall be rendered to the Client by Signify and any other relevant information.

6. CHARGES

- 6.1. The Client agrees to pay the hourly, daily or monthly charges of Signify as notified at the commencement of the Assignment and which may be varied from time to time during the Assignment. The charges are calculated according to the number of hours or days worked by the Contractor (to the nearest quarter hour) and comprise mainly the Contractor's hourly or daily rate but also include Signify's commission and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. A standard working day is defined as 7.5 hours per day.
- 6.2. Sales tax, including VAT, if applicable, is payable on the entirety of these charges.
- 6.3. Overtime will be charged at time and half after 8 hours worked per day and double time for weekends and public holidays.
- 6.4. The charges are invoiced to the Client on a weekly or monthly basis as specified in the Assignment Schedule and are payable within 14 days.
- 6.5. Signify reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the XE Currency (xe.com) exchange rate from the due date until the date of payment.
- 6.6. There is no rebate payable in respect of the charges of Signify.
- 6.7. If the Client is unable to sign a timesheet produced for approval by the Contractor because the Client disputes the amount of time claimed, then the Client shall notify Signify within 2 working days of such refusal to sign the timesheet and shall co-operate fully and in a timely fashion with Signify to enable Signify to establish the veracity of the time and work claimed.
- 6.8. Without prejudice to Signify's termination rights, in the event of late payment of any invoice it will have the right to immediately suspend performance of this Agreement, including all Assignments, until such time as the Client pays all invoices due to Signify together with providing such security, whether financial or otherwise, as Signify reasonably considers necessary to secure its position in respect of future Charges.
- 6.9. All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated unless the Client notifies Signify in writing within 5 days of receipt of any dispute and the reason for dispute. In the event the Client does so notify Signify that it wishes to dispute part of an invoice, the Client will pay the undisputed part of the invoice within the agreed payment terms and will co-operate fully with Signify in order to resolve the dispute as quickly as possible.
- 6.10. The Client will indemnify Signify from and against any and all loss, damage, cost or expenses (including legal expenses) which Signify may incur as a failure of the client to pay Signify's account on time or in taking steps to effect recovery of sums due from the Client.

7. TIMESHEETS

- 7.1. At the end of each month of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one month or is completed or finished before the end of a month) the Client shall sign or otherwise authorise Signify's time sheet verifying the number of hours or days worked by the Contractor during that period of the Assignment. For assignments where a daily charge rate is agreed, charges will be made for each half day or part thereof worked by the Contractor.
- 7.2. Signature or otherwise authorisation of the timesheet (whether in writing, by email or text message) by the Client is confirmation of the number of hours or days worked and constitutes acceptance that the Contractor's Assignment Services have been provided for the hours or days indicated in accordance with these terms. Failure to sign the time sheet (or the relevant Assignment Schedule) does not affect the Client's obligation to pay the charges set out in these terms in respect of the hours or days worked.

8. INTRODUCTION FEES

- 8.1. At the Client's request Signify can consider changing the Engagement from contract to permanent or direct hire. The introduction fee to transfer a Contractor to a permanent or direct hire Engagement is 25% of first year annual Remuneration with fees payable within 7 days from the Contractor's first day under direct hire.
- 8.2. The Engagement by a Client of a Contractor that has been Introduced and/or supplied by Signify without the prior written agreement of Signify (either directly or indirectly through a Third Party), or the introduction by the Client of a Contractor to any Third Party resulting in an Engagement, renders the Client subject to the payment of an introduction fee of 30% of the annualised charge, calculated by multiplying the hourly, daily or monthly fee to provide an annualised charge, with fees

payable within 7 days from the date of the Engagement. The introduction fee will be payable provided the Engagement takes place within a period of 6 months from the termination of the Assignment under which the Contractor was last supplied, or if there was no Assignment, within 6 months of the Introduction of the Contractor by Signify ("Restriction Period"). No refund of the introduction fee will be paid if the Engagement subsequently terminates.

- 8.3. If an Engagement follows an Introduction but no supply by Signify and Signify has insufficient information to calculate an annualised charge then a flat introduction fee of €30,000 plus applicable sales tax shall apply.
- 8.4. Clause 8 will survive the termination of this Agreement for the respective Restriction Period.

9. LIABILITY

- 9.1. Whilst every effort is made by Signify to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Contractors no liability is accepted by Signify for any loss, expense, damage, costs or delay arising from the failure to provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, Signify does not exclude liability for death or personal injury arising from its own negligence or any other liability it cannot exclude under any applicable law.
- 9.2. The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Contractor. The Client will indemnify Signify against any costs, claims, damages and expenses incurred by Signify as a result of any breach of these terms by the Client.
- 9.3. The Client will fully indemnify and keep indemnified Signify against any costs, claims or liabilities incurred by Signify arising out of any act or omission of the Client (or its employees, agents, officers or contractors) or arising out of any breach of applicable law or these terms by the Client.
- 9.4. The total liability of Signify (including that assumed under any indemnity) under this Agreement (or arising under statute, tort or for any other reason) shall not exceed the total amount paid by the Client to Signify for the relevant Contractor during the Assignment. For the avoidance of doubt this amount does not include any amounts relating to the fees paid to the Contractor.
- 9.5. Signify will not be liable for any indirect, special, and consequential losses including such losses relating to hardware, software, data, waste of management or staff time or any loss of profit, business, opportunity, revenue, goodwill or anticipated savings of the Client or any third party.

10. TERMINATION OF THE ASSIGNMENT

- 10.1. Either party may terminate the Assignment by giving to the other in writing the period of notice specified in the Assignment Schedule.
- 10.2. Notwithstanding the provisions of sub-clause 11.1 the Client may terminate the Assignment forthwith by notice in writing to Signify where:
 - 10.2.1. The Contractor is in willful or persistent breach of its obligations;
 - 10.2.2. The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or
 - 10.2.3. The Client is dissatisfied with the Contractor's provision of the Assignment Services whilst on Assignment.
- 10.3. Signify may terminate an Assignment forthwith by notice in writing and claim all monies due under all Assignments including work in progress unsupported by signed timesheets if:
 - 10.3.1. the Client is in willful or persistent breach of its obligations under this Agreement;
 - 10.3.2. the Client fails to pay any amount which is due to the Company in full and on the date that the payment falls due;
 - 10.3.3. the Client continuously fail to make relevant payments to Signify, Signify reserves the right to remove the Contractor from its service provision with the Client without notice until such time invoices have been paid and the Client account is up to date; or
 - 10.3.4. the Client becomes bankrupt, is dissolved, ceases to conduct all or substantially all of its business, is or becomes unable to pay its debts as they fall due, goes into liquidation or a receiver, administrative receiver, or someone of similar office be appointed to the Client or any part of its assets or undertakings.
- 10.4. The Client's obligations under this clause shall be performed without any right of the Client to invoke set-off, deductions, withholdings, or other similar rights. This includes but is not limited to; unsatisfactory work provided by the Contractor and invoices presented will be paid to Signify to mirror the obligations of Signify which are to make payment to the Contractor, even if the work is deemed unsatisfactory.

11. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 11.1. The Parties agree that all Intellectual Property produced by or on behalf of the Contractor in connection with or relating to this Agreement will vest in and belong to the Client. Signify will seek to procure, by contracting with the Contractor on the same terms as stated herein, that the Contractor irrevocably assigns to the Client all present and future rights with full title guarantee throughout the world, free from all encumbrances, save such rights as may be expressly owned or retained by the Contractor and set out in an Assignment Schedule.
- 11.2. Both parties will use reasonable endeavours to ensure that they will always keep confidential (and take reasonable steps to procure that the Contractors, their employees and agents will keep confidential) and will not at any time for any reason disclose, publish or permit to be disclosed to any person, or published, or otherwise make use of, or permit to be made use of, any Confidential Information.

12. DATA PROTECTION AND PERSONAL DATA

- 12.1. Both Parties agree to comply with all applicable laws relating to data protection and privacy including but not limited to the Data Protection Act 2018, UK GDPR and the General Data Protection Regulation (EU) 2016/679 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any applicable national implementing laws, regulations or secondary legislation, collectively referred to herein as the "Data Protection Legislation".
- 12.2. Each party warrants and undertakes to the other that, in relation to this Agreement, it shall comply strictly with all requirements of the Data Protection Act 2018 and UK GDPR, and any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data (as defined by the Data Protection Legislation) which is processed by the parties in connection with the provision of recruitment services under this Agreement.
- 12.3. Signify and the Client each agree to comply with all applicable provisions of the Data Protection Legislation in sharing and processing of the personal data and agree and acknowledge that each is a data controller (as defined by the Data Protection Legislation) in respect of the personal data. The parties agree that they do not jointly determine the purpose and means of the processing of the personal data in the context of this Agreement and thus do not qualify as joint controllers (as defined by the Data Protection Legislation).
- 12.4. All information relating to a Contractor is confidential and where that information relates to an individual is also subject to the Data Protection Act 2018, UK GDPR, and EU GDPR and is provided solely for the purpose of providing the Contractor's services to the Client. Each party shall comply with the applicable Data Protection Legislation on data protection and privacy for all individuals within the country relevant to this Agreement and the terms "Data Controller" and "Data Processor" will have the meanings given to them in accordance with the applicable law governing the Agreement. To the extent that any data or information provided by one party to the other party contains personal data within the meaning of the Act or equivalent legislation, the party deemed to be the Data Processor will: (i) process such data and information only in accordance with the Data Controller's instructions; (ii) not transmit such data and information to a country or territory outside the European Economic Area, including the UK without the Data Controller's prior written consent unless at least one of the permitted derogations set out in the Data Protection Act 2018, UK GDPR, and EU GDPR; and (iii) take such technical and organizational measures against unauthorized or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Act 2018, UK GDPR and EU GDPR in receiving and processing the data at all times.
- 12.5. The Client will observe the provisions of all relevant Data Protection Legislation and regulations and consents to Signify processing relevant personal data connected to its employment business services, including receipt of relevant marketing, and exporting and / or processing personal data outside of the European Economic Area, which will include storage of the personal data.

13. NON-SOLICITATION

- 13.1. Client agrees not to directly or indirectly Engage with an Employee for a period of 12 months from the date of the expiry of this Agreement, or the date of the first Introduction whichever is the later. In the event of an Engagement with an Employee the Client will be liable to pay a fee equal to either; 30% of the Employee's anticipated Remuneration with the Client or 100% of the gross profit invoiced on placements or assignments made by the Employee in the 12 months prior to the Employee's termination date, whichever is the greatest. Applicable sales tax will be charged in addition to the fee. No guarantee will be provided.

14. GENERAL

- 14.1. If any of the provisions of these terms should be determined by any competent authority to be unenforceable to any extent, such provision will, to that extent, be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by applicable laws.
- 14.2. Except as expressly provided in these terms a person who is not a party to these terms will have no rights to enforce them.
- 14.3. Signify may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all its rights or obligations under these terms. The Client may do likewise with Signify's consent, not to be unreasonably withheld.
- 14.4. The Client confirms, it has given its consent for the use of their company name and logo to be used by Signify for marketing purposes including but not limited to; feature on the Signify website, industry awards and any other relevant material that shows Signify Ltd in a positive light.
- 14.5. Neither party will be liable to the other or be deemed to be in breach of these terms by reason of any delay in relation to the Services or Assignment Services if the delay or failure is due to Force Majeure.
- 14.6. No failure or delay by either party in exercising any of its rights under these terms will be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of these terms will be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 14.7. All notices required to be given under these terms will be in writing and may be delivered personally, by post to each parties' registered office or by email. Any such notice will be deemed to be served if by hand when delivered, if by post 48 hours following posting and if by email when that email is sent or 9am the following business day of the sender if sent out of business hours.

15. BRIBERY AND MODERN SLAVERY

- 15.1. The Client will comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption (Anti Bribery Laws) which will include compliance with the Anti Bribery Laws of the Client's country of incorporation and establishment.
- 15.2. The parties will comply with all applicable anti-slavery and human trafficking laws and regulations from time to time in force which will include the Modern Slavery Laws of the Client's country of incorporation and establishment.

16. LAW

- 16.1. The Client will comply with all laws applicable to its operations in the country or countries in which it is established or operates within, and in which the Assignment Services are performed by the Contractor. This will include complying with all applicable laws relating to anti-bribery, anti-corruption, anti-slavery, taxation and human trafficking laws. The Client will fully indemnify Signify in the event of its breach of any of these applicable laws.
- 16.2. These terms are governed by the laws of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

The undersigned are authorised signatories of each Party to this Agreement, and their signature confirms their acceptance of the terms and conditions of this Agreement:

CLIENT SIGNATURE:	_____	SIGNIFY SIGNATURE:	_____
NAME:	_____	NAME:	_____
POSITION:	_____	POSITION:	_____
DATE:	_____	DATE:	_____

Client Assignment Schedule (Example Purposes Only)

Assignment Number:

Terms Applicable:

Client Terms Of Business For The Supply Of International Contract Recruitment Services
(including any schedules and appendices)

Contractor Details

Contractor	
Representative	

Client Details

Client Name	
Client Reg Num / Address	
Client Contact Name	

Assignment Details

Start Date		End Date	
Services Description			
Deliverables			
Location(s) where Services are to be delivered from			
Specific hours/days per week			
Client Notice to Terminate *subject to clause 10 of the Agreement			
Signify Notice to Terminate *subject to clause 10 of the Agreement			
Charges to the Client			
Expenses	As per clause 6.1 of the Agreement		
Work Progress Report Frequency			
Invoice Frequency			
Payment Terms	As per clause 6.4 of the Agreement		
Contractor Conduct Regs Opt Out Status	Opted Out		